

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 PERFORMANCE BASED SERVICES CONTRACT**

This is a Performance Based Services Contract. The Contractor shall provide the services required in SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT at the prices proposed in this Section B.

### **B.2 TYPE OF CONTRACT**

This is a Labor Hour/Time-and-Materials type contract.

### **B.3 CEILING PRICE**

The total ceiling price of the contract is not to exceed (to be determined at contract award). The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

### **B.4 COST/PRICES**

(a) The Contractor shall provide the services under this Labor Hour/Time and Materials contract at the fixed hourly rates identified in the Schedule of Prices found at Attachment “1” to this RFP. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. The fully burdened labor rate and categories used will be identified at the task order level. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer gives approval.

(b) CLIN’s 0002A through 0002E are for supplies and materials required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR). When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor’s usual accounting procedures consistent with FAR Part 31. The material handling rate for this contract shall not exceed 3%.

## **SECTION C – STATEMENT OF WORK**

### **C.1 INTRODUCTION**

The Enterprise Contact Center (ECC) system currently utilizes state-of-the-art contact center technology to provide customer service for United States Patent and Trademark Office (USPTO). The ECC system provides the USPTO internal and external customers with easy, convenient and speedy access to USPTO provided information and services. The ECC system includes the following functionality: Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), Teletype/Telecommunications Devices for Deaf (TTY/TDD) services, unified messaging (e-mail and voice, including voice mail and recording) and integration with the USPTO Customer Contact Management System (UCCMS) (Siebel CRM tool) and USPTO's Enterprise Asset Management System (EAMS) (Remedy help Desk tool). Currently the system serves 25 business centers utilizing approximately 500 agents and supervisors.

The ECC currently operates in the USPTO's Alexandria Headquarters (with users connected to the USPTO's Nortel PBX and currently transitioning to the Cisco VoIP voice system) and Randolph Square, Shirlington, Virginia (with users connected to the USPTO's Cisco VoIP voice system).

The USPTO requires programming and analysis support services to maintain, support, enhance and upgrade the version of the Automated Information System (AIS) now in production (listed in section C.3), and any new versions that are deployed during the life of this contract.

### **C.2 STANDARDS AND GUIDELINES**

The Enterprise Contact Center (ECC) contractor must conform, at a minimum, to the following plans, standards and guidelines:

Patent & Trademark Acquisition Guideline (PTAG)  
<http://www.uspto.gov/web/offices/ac/comp/proc/ptagfdrg.pdf>

PTO System Development Life Cycle (SDLC) Manual  
[http://ptoweb.uspto.gov/ptointranet/cisd/cio/archive/sdlc\\_20/sdlc\\_20.html](http://ptoweb.uspto.gov/ptointranet/cisd/cio/archive/sdlc_20/sdlc_20.html)

Current ECC 4.0 Life Cycle Management Documentation  
<http://w-epms-12/PWA/OCIO/Enterprise/ECC40/Project%20Documents/Forms/AllItems.aspx>

### **C.3 CURRENT TOOLS AND ARCHITECTURE**

The contractor shall use development, configuration management, testing, and other tools designated by the USPTO. See C.3 (table) and C.28.

Performance of the required work requires, at a minimum, an in-depth working knowledge and extensive experience in the following:

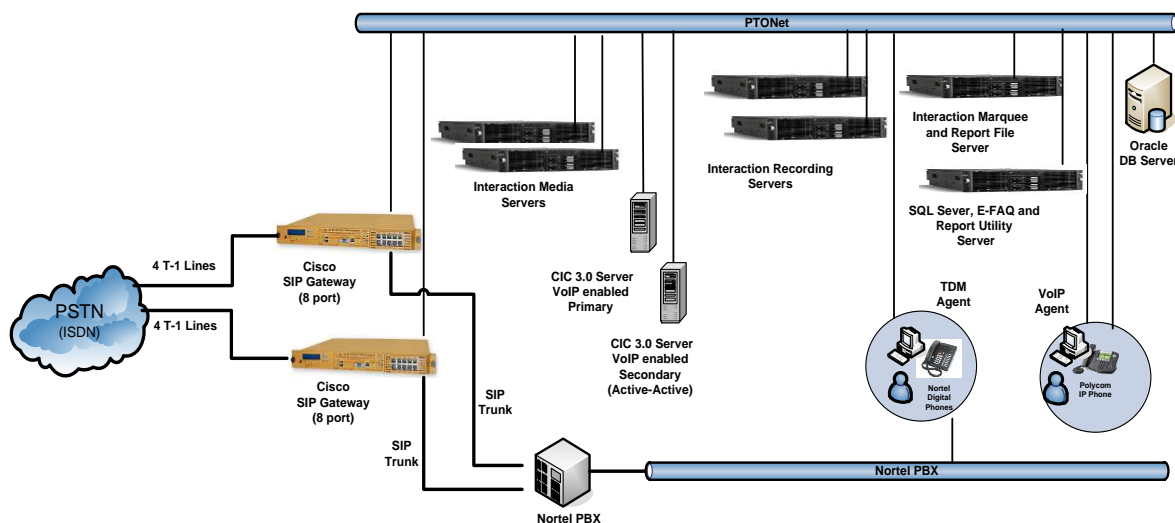
1. Using the core software and hardware now used by the USPTO for its ECC production AIS:

Software	Version	Description
Windows Enterprise Server	2003 SP2	Operating System
IBM AIX	5.4.3	Operating System
MS SQL Server	2008	Database used for E-FAQ
Oracle	10g	Relational Database Management System
Microsoft Office	2007 Pro Plus	Read\Create\Edit Documents
Adobe Acrobat	9 Pro	PDF Reader
Crystal Report	10	Provides custom report developing environment
Customer Interaction Center	3.0	COTS software for IVR, Auto-Attendant, and Automatic Call Distribution (ACD).
Siebel Automation Objects For Interactive Intelligence	3.0	Tool steps for connecting to Siebel back-end.
Interaction Media Server	3.0	Plays all IVR prompts and on-hold music hosted on the IC server.
Interaction Marquee	3.0	Real Time Data Display
e-FAQ (Interactive Intelligence)	2.3.1	COTS software for knowledge management (FAQs).
Interaction .NET Client	3.0	Client portion of the CIC 3.0 Software.
Interaction Recorder Client	3.0	Provides the call recording feature, which queries and plays back old recordings.
Interaction Supervisor	3.0	Real-time performance monitoring system.
Report Data Utility	1.0	Process data for reporting.
Enterprise Asset Management System Computer Telephony Integration (EAMS CTI)	1.0	Middleware component for Remedy/EAMS screen pop.

2. Automatic Call Distribution (ACD),
3. Interactive Voice Response (IVR),
4. Computer Telephony Integration (CTI),
5. Teletype/Telecommunications Devices for Deaf (TTY/TDD) services,
6. Unified messaging (fax, voice and e-mail),
7. Integration with the USPTO Customer Contact Management System (UCCMS) (Siebel CRM tool)

8. Integration with USPTO's Enterprise Asset Management System (EAMS) (Remedy help Desk tool).
9. Technical expertise to maintain Interactive Intelligence software in order to maintain maintenance coverage.
10. Developer infrastructure tools including Oracle, Microsoft Visual Studio.Net products, Adobe Acrobat, Microsoft Word and other Microsoft office products, Windows 7 and Windows XP.
11. Standard data formats including XML.
12. Standard hardware and operating systems now used by the USPTO for its production AIS, including: Microsoft operating systems, and Cisco Gig-E networking systems.

The ECC life cycle activities include system design and analysis, programming, testing, integration, customer training, implementation, operations, system/software maintenance, project-specific system engineering, information/software engineering, product assurance, project management, and other related services and products. ECC interfaces with Revenue Accounting and Management (RAM) and Trademark Application and Registration Retrieval (TARR).



**ECC 4.0 System High Level Architecture**

## C.4 REQUIREMENTS

The Enterprise Contact Center (ECC) contractor shall provide the necessary certified and experienced staff, tools, material, equipment and other resources to analyze, deploy, support, maintain, operate, enhance and upgrade the United States Patent and Trademark Office (USPTO) Enterprise Contact Center (ECC) system.

C.4.1 The Contractor shall support any version of Interactive Intelligence software running on USPTO provided servers.

C.4.2 The Contractor shall adhere to USPTO Project Management policies and procedures.

C.4.3 The Contractor shall follow USPTO System Development Life Cycle (SDLC) process for projects.

C.4.4 The Contractor shall evaluate planned changes provided by USPTO, schedule and manage implementation and testing of changes approved by USPTO, and document all production and non-production ECC system related changes.

C.4.5 The Contractor shall update services-related documentation such as: installed equipment list, Operational Support Plan (OSP), drawings, and the list of end-user connections that use the ECC system.

C.4.6 The Contractor shall install and test system patches and any type of software installation prior to implementation in USPTO's production environment in accordance with policies and procedures as set by the USPTO.

C.4.7 The Contractor shall use the OCIO production Problem/Change Management system to track all problems and changes. Work will be documented in problem and/or change records. Approval of the USPTO Task Order Manager will be required for all changes made.

C.4.8 The Contractor shall create or respond to a service request record in a USPTO provided maintenance tracking system for all ECC calls received from customers or problems identified. The Contractor shall assign the call, as appropriate, for resolution and/or action. The Contractor shall inform the customer when the service request has been resolved. The Contractor shall close out all calls in USPTO's tracking system upon problem resolution and may be required to perform root cause analysis if requested by the USPTO COTR. A trouble ticket remains unresolved until the customer validates that it has returned to normal operations.

C.4.9 The Contractor shall not make any changes, modifications, alterations, or enhancements to USPTO's ECC system without following the OCIO SDLC process and detailed change records being approved by USPTO. In addition, the Contractor shall abide by all Service Level Agreements (SLA), Standard Operating Procedures (SOP), and comply with USPTO asset control policies and procedures established by USPTO.

C.4.10 The Contractor shall analyze assigned tasks and provide estimated time frames to complete to the USPTO Task Order Manager or designated representative for approval

C.4.11 The Contractor shall remediate findings identified by the annual Certification and Accreditation of the ECC system or other system having ECC within its boundary by the OCIO Security Office, following established USPTO policies and procedures.

C.4.12 The Contractor shall monitor the ECC system 24x7x365 days a year and ensure alarm conditions are sent to the OCIO Event Management System (EMS) tool.

C.4.13 The Contractor shall provide technical support to accommodate Section 508 compliance, including assessment support and remediation, as required and as applicable.

C.4.14 The Contractor shall analyze the current production systems/subsystems for the purpose of determining the accuracy of output or original design specifications.

C.4.15 The Contractor shall assist in maintaining the most current production copies of both code and documentation in the appropriate OCIO configuration management (CM) systems. This includes, but is not exclusive to, loading and retrieving items as well as providing CM build support.

C.4.16 The Contractor shall provide support for system briefings and reviews.

C.4.17 The Contractor shall assist computer and network operations staff in the implementation of new/upgrade OCIO infrastructure systems that interface with ECC.

C.4.18 The Contractor shall provide support of existing ECC interfaces with other Automated Information Systems (AIS) at USPTO.

C.4.19 The Contractor shall code new programs or modify existing programs to resolve reported problems or changes in the system environment.

C.4.20 The Contractor shall provide guidance and implementation support including training to end users, as directed by the Task Order Manager to ensure effective administration of the systems.

C.4.21 The Contractor shall perform routine ECC system patches and revisions.

C.4.22 The Contractor shall maintain a current set of architecture design documents and provide maintenance support necessary for items listed in section C.3 to meet the ECC service level agreements (SLA) referenced in Section C.

C.4.23 The Contractor shall provide weekly and monthly status updates on all aspects of performance, including schedule, weekly accomplishments, issues, risks, and plans for resolution. (Deliverable)

C.4.24 The Contractor shall immediately notify the USPTO's COTR and task order manager of all problems that potentially impact the contract, deliverable(s), or project schedule. The notification must be immediate and the initial verbal notification shall be followed in writing in accordance with established USPTO Help Desk Procedures. This overarching USPTO Help Desk contract is currently being performed by another vendor.

C.4.25 The Contractor shall maintain a minimum 95% customer satisfaction rating at all times. This translates to Contractor receiving no more than 5% "re-opened" and "unsatisfactory" ratings. Ratings will be measured through the Customer Quality Check process by USPTO help desk. The rating levels given during the quality checks are outstanding, very good, satisfactory, un-satisfactory, and re-open.

## **C.5 OPERATIONS AND SUPPORT**

Operations and Support includes the actions needed to start, run, and stop the ECC system and/or its hardware infrastructure and all activities required to support the end users in the USPTO contact centers.

## **C.6 HOURS OF OPERATION**

On Site Support: 6:00 AM - 7:00 PM Monday through Friday (Except federal holidays) See H.8.

On Call Support: 24 hours X 7 days X 365 days a year for critical problems only.

## **C.7 COMMITMENT AND INVOLVEMENT STATEMENT FOR OPERATIONS SUPPORT**

Contractor shall respond to 95% of problems within 15 minutes of receipt of problem ticket. A response is defined as speaking to the customer, leaving a voice mail message for the customer, sending an email message to the customer or leaving a work service form at the customer's site. This action will be recorded in an EAMS ticket.

Contractor shall resolve/circumvent 95% of problems within four (4) hours of receipt of problem ticket. This service level applies to all problems assigned to the Contractor, unless otherwise stipulated in Service Level Agreements specified in Section C of this RFP, or exceptions as determined by the Contracting Officer's Technical Representative.

Personnel of the contracting company, who should be involved with problem resolution, will maintain focus on the issue, as soon as the problem is received, until the system is up and/or the call center(s) return(s) to normal business functionality.

## **C.8 HELP DESK AND ON-SITE SUPPORT**

The contractor shall provide on-site support to the USPTO contact centers at the main campus from 6:00 AM to 7:00 PM Monday through Friday (except Federal holidays). The USPTO contact centers will report any problems to the contractor through an existing phone number/queue on the ECC Server. The contractor shall contact the customer (USPTO) within 15 minutes from the initial problem report and must be on-site with the customer within 30 minutes of initial contact with the customer (if required) for customer at the main campus and within 60 minutes from initial contact with the customer for customers at Shirlington Randolph Square. The contractor must manage all problem tickets through resolution, logging all actions taken, final resolution information, and notification of problem closure to customer. The USPTO may require the contractor to provide root cause analysis reports to the Task Order Manager within ten business days of the problem report.

## **C.9 ON-CALL SUPPORT**

The contractor shall provide On-call Outside of Business Hours Support to the USPTO contact centers for critical problems only all hours and days, 7 days a week not covered during the on-site hours and days specified in section C.7. During On-Call Support hours, the contractor will be required to contact the customer (USPTO) within 30 minutes from the initial problem report and to be on-site with the customer within 60 minutes of initial contact with the customer (if required). The contractor shall manage all problem tickets through resolution, logging all actions

taken, final resolution information, and notification of problem closure to customer. USPTO may require the contractor to provide root cause analysis reports to the Task Order Manager within ten business days of the problem report.

### **C.10 PRODUCTION SUPPORT**

The contractor shall provide analytical support to the USPTO Contact Center staff for their ECC operations. This support will involve, but not be limited to – analyzing interaction reports, troubleshooting call-related problems, running reports, and audit/interaction tracking.

### **C.11 REMOTE MANAGEMENT**

The contractor shall provide remote support and management of the ECC system. This contractor shall remotely access ECC components for diagnostic and problem resolution purposes.

### **C.12 SYSTEM AVAILABILITY**

The Contractor will take appropriate action to maintain the goal of 99.90% metrics availability of ECC. This is to be calculated by taking the total number of hours the ECC infrastructure is up during Production hours in a given month divided by the total number of Production hours in that month. Production hours are 6:00 a.m. to 12:00 a.m. midnight (18 hours per day) including weekends (a 30-day month total 540 hours of production time). Outages on any device during production hours would bring the total availability below 100%. Scheduled outages for maintenance are not considered as system not being available and are not counted as down time. These numbers are collected throughout the month from EMS alerts and Critical Problem Notice (CPN) reports.

### **C.13 MISCELLANEOUS**

The contractor shall perform miscellaneous operations and support tasks, including but not limited to:

Certifying that the ECC and/or its infrastructure can process information with security and integrity;

Conducting routine ECC data base assessments to ensure data quality and optimal data base performance is maintained;

Conducting periodic assessments of the ECC and/or its infrastructure to ensure the functional requirements are satisfied; and recommending when the ECC and/or its infrastructure needs to be upgraded, replaced, or retired.

### **C.14 CUSTOMER TRAINING**

The contractor shall develop, and administer training programs at the instructions of USPTO task order manager. The type of training and the schedule will be identified by the task order manager and covered within the task order(s). As tasked, the contractor will be called upon to provide training sessions, conduct training, arrange or coordinate training sessions from other vendors or organizations, develop and provide training materials as required, and ensure that all developed software contains user training and help modules. Training may take many forms to include: (1) general orientation, (2) tutorials, videotape, on-line help, or other programmed instruction, and (3) in-class training.



### **C.15 SYSTEM/SOFTWARE MAINTENANCE AND ENHANCEMENTS**

Maintenance is defined as the restoration of the ECC and/or its infrastructure to an operational status or the correction of problems to permit the ECC to run or to meet design specifications. Enhancement is defined as a change to the design specification of the ECC (e.g., a change in input, program logic, or output). The contractor shall maintain and modify the ECC system in accordance with System Development Life Cycle guideline and industry standard practices. The items to be delivered and the schedule for delivery will be established within the task order(s). The contractor shall adhere to the procedures for identifying, approving, and responding to Discrepancy/Incident Report and Change Requests. The following describes typical functions associated with System/Software Maintenance.

### **C.16 IDENTIFY AND REPORT PROBLEMS OR CHANGES**

The contractor shall proactively identify for USPTO approval, discrepancies and failure of operational systems; analyze the problem to determine the potential cause; determine the impact; and report the analysis.

### **C.17 CONDUCT PREVENTIVE MAINTENANCE**

The contractor shall provide ECC preventive maintenance and repairs needed to ensure the performance of software, hardware, and other resources that the contractor delivers.

### **C.18 CONTACT CENTER SOFTWARE/SYSTEM ENGINEERING**

The contractor shall perform Contact Center system/software engineering, metrics reporting, and architectural and security-related analyses. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the following:

- (a) Capacity planning and performance evaluation
- (b) Assess risks, recommend risk mitigation activities, and track progress and report on risk reduction

### **C.19 PRODUCT ASSURANCE**

The contractor shall provide the staff and/or tools to perform or support USPTO's performance of: responding to USPTO test and evaluation results, quality assurance, configuration management, responding to Independent Verification & Validation (IV & V) results, and library maintenance. The items to be delivered and the schedule for delivery will be established within the task order(s).

### **C.20 QUALITY ASSURANCE**

The contractor shall establish and maintain an effective quality assurance program to ensure the technical quality of all ECC products and services provided. This will include, but not be limited to, software quality monitoring, methods to identify and correct quality deficiencies in products and services and methods for continuous improvement. Quality Assurance activities include development of quality assurance plans and procedures; collection and reporting of metrics, define ECC project metrics; conduct reviews; participation in any USPTO –conducted reviews, walkthroughs, or other required meetings held throughout the system development life cycle; and development of responses to the results of any USPTO quality assurance activity. The ECC contractor shall ensure complementary interface between contractor quality assurance

methods and tools and USPTO's quality assurance methods, tools, and environment. USPTO may require the ECC contractor to use tools specified by the USPTO.

### **C.21 CONFIGURATION MANAGEMENT**

The contractor shall deliver documents and provide staff to assist the USPTO with the management of the ECC system (hardware, software, and documentation) configuration, and the contractor shall manage all configuration items under their control. Assistance and other items include, but are not limited to, the following:

- (a) Develop configuration management plans and subcontractor control reports
- (b) Identify configuration items
- (c) Monitor and report Configuration Changes and Discrepancy Reports
- (d) Provide Configuration Status Accounting Reports
- (e) Use configuration management automated tools
- (f) Participate in functional, physical, and other configuration audits

### **C.22 DOCUMENTATION LIBRARY**

The contractor shall provide technical support in maintaining USPTO ECC libraries using USPTO's prescribed automated tools or procedures as specified in task orders. The library shall include: USPTO system development life cycle phases; and indices to all documents and data. Items within the library include, but are not limited to, the following:

- (a) Electronic copies of relevant documents, data, and information
- (b) Indexes to Documents, Data, and Information
  - (1) Abstracts of all documents and data, with keywords for indexing
  - (2) Indexes to all documents and data
  - (3) Database(s) to track comments received and all changes made to ECC documents and data

### **C.23 PROGRAM AND PROJECT MANAGEMENT**

The items to be delivered and the schedule for delivery will be established within the task order(s). The procedures for performing these management tasks will be described in specific task orders and will follow established USPTO Project Management guidelines and Technical Service Guidelines (TSGs), as appropriate.

#### **C.23.1 MANAGEMENT PLANNING**

The USPTO will require the contractor to prepare and deliver management plans at Contract and Task order initiation, negotiate and execute task orders, provide support and data needed for refinement of those plans, and notify USPTO of changes and problems.

#### **C.23.2 CONTRACT OR TASK MANAGEMENT**

The contractor shall direct, manage, and administer the accomplishment of all ECC task orders. The contractor shall be responsible for its contractor, subcontractor, or vendor personnel and performance, and shall ensure that staff technical proficiency and professional capability are maintained. The contractor shall deliver periodic and ad hoc, oral and written, reports summarizing the status of work being performed. The contractor also shall ensure a complementary interface between the contractor and USPTO project management tools and activities. The contractor shall deliver oral and written notice of all problems that impact or

potentially impact the contract, deliverables, and /or schedule to the Contracting Officer. This includes, but is not limited to:

- (a) Immediate verbal notice of technical problems
- (b) Immediate verbal notice of potential cost overruns and schedule delays
- (c) Immediate verbal notice when 75 percent of the funds allocated have been used on individual task orders and on the entire contract
- (d) Written notices within 24 hours of verbal notices

#### **C.24 REGULATORY COMPLIANCE**

The contractor shall deliver written and oral responses to assist the USPTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted by oversight organizations such as the Department of Commerce, General Services Administration, General Accounting Office, Office of Management and Budget, U.S. Congress, and U.S. and international patent organizations.

#### **C.25 TECHNICAL DATA RIGHTS**

The contractor shall deliver any custom-developed source code, configuration information, workflow definitions and supporting manuals for the ECC system. The USPTO will have unlimited rights in data for all documents, software and other materials each contractor develops under the contract.

All documentation, electronic data, and information collected by the contractor and generated in support of this statement of work shall be returned to the government at the end of the period of performance.

#### **C.26 ENGINEERING AND OTHER CHANGES**

The contractor shall deliver proposals to the Task Order Manager for changes to the ECC system and/or contract. The items and assistance include, but are not limited to:

- (a) Proposals for engineering and other changes
- (b) Proposals for software process improvements
- (c) Proposals for architectural improvements

#### **C.27 CENTRALIZED PROGRAM SUPPORT**

The contractor shall provide general support for the ECC program. This encompasses program management, financial management, contract and subcontract management, administrative, clerical, technical editing, document preparation, and related functions.

#### **C.28 TECHNOLOGY AND TECHNICAL/BUSINESS PROCESSES**

The contractor's proposed personnel shall be proficient with the technologies and technical/business processes identified in C.28 through C.34 and must provide certification proof, where applicable.

### **C.28.1 ECC TECHNOLOGY**

1. Interactive Intelligence's Customer Interaction Center (CIC) platform (*Interactive Intelligence certification required*)
2. Interactive Intelligence's CIC handlers (*Interactive Intelligence certification required*)
3. Interactive Intelligence's e-FAQ (*Interactive Intelligence certification required*)
4. Upgrading the CIC platform (major version upgrade) (*Interactive Intelligence certification required*)
5. CIC Interactive Voice Response applications (text-to-speech, voice messaging, database access) (*Interactive Intelligence certification required*)
6. Standard CIC reports and custom CIC reports (using Crystal reports) (*Interactive Intelligence certification required*)

### **C.28.2 ECC INTERFACES**

1. Microsoft Exchange 2000 servers
2. Microsoft IIS webserver (for Interactive Marquee and E-FAQ)
3. Siebel 7.5.x (for contact center screen pop)
4. Remedy AR (for help desk screen pop)
5. Citrix for Enterprise Remote Access Portal
6. Nortel PBX (voice lines tied into Nortel PBX)
7. Cisco VoIP

### **C.28.3 CONTACT CENTER TECHNOLOGIES**

1. Multi-site Contact Center infrastructure
2. Contact Center Queuing / Routing
3. Single Queue / Multi-channel communications
4. Telecommunications voice services (800 services, DID, ANI, Centrex, network routing, etc.) and standards (SS7, T1, PRI, etc.)
5. TTY and supporting protocols (Baudot)

### **C.28.4 GENERAL IT TECHNOLOGY**

1. Application servers
2. COTS integration, from selection through deployment
3. Federal Enterprise Architecture (FEA)
4. Highly available systems
5. Portals, especially WebSphere Portal Server
6. Rational unified process (RUP)
7. Service-Oriented Architecture / Web Services

### **C.28.5 OPERATING SYSTEMS**

1. Windows servers

### **C.28.6 LANGUAGES**

1. CIC Handler
2. Visual Basic
3. ASP.Net
4. PL/SQL

5. HTML/XML
6. JavaScript

### **C.28.7 STANDARDS**

1. XML

### **C.28.8 RELATIONAL DATABASE MANAGEMENT SYSTEMS**

1. Oracle
2. Microsoft SQL Server

### **C.29 BUSINESS APPLICATIONS, TOOLS, AND SKILLS**

1. Application system performance monitoring and measurement
2. Configuration Management
3. Customer Service / Contact Center Management
4. Customer Relationship Management (CRM)
5. Life Cycle Management (LCM)
6. Business Processes and Workflow

### **C.30 IT-RELATED FEDERAL GOVERNMENT REGULATIONS AND LAWS**

1. Certification and Accreditation
2. Electronics Records Management (ERM)
3. Federal Information Security Act of 2002 (FISMA)
4. Section 508 of the Disabilities Act
5. Sections 501 and 504 of the Rehabilitation Act

### **C.31 CURRENT TOOLS IN USE**

1. Configuration management: IBM Rational ClearCase, and IBM Rational ClearQuest
2. Requirements management: IBM Rational Analyst Studio 2003
3. Testing: Mercury Interactive TestDirector, WinRunner, and LoadRunner

### **C.32 PLACE OF PERFORMANCE**

Work shall be performed throughout the various buildings occupied by the USPTO contact centers in Alexandria and Shirlington, VA.

### **C.33 OPTIONAL TASKING**

#### **C.33.1 UPGRADE AND TAILOR COTS AND GOVERNMENT-FURNISHED PRODUCTS**

Development work will be addressed via separate task orders under the contract, as needed. Upon USPTO request, the contractor shall identify, evaluate, acquire, test, deliver, and install Commercial Off-The-Shelf (COTS) products (as necessary); and develop and test upgrades and extensions to Government-furnished or COTS ECC products. The contractor shall develop upgrades and extensions: (1) based on Government-approved specifications; (2) using system/software engineering tools and techniques in accordance with USPTO Technical Standards and Guidelines, or other industry-standard tools and techniques approved by USPTO; and (3) following product assurance disciplines. The contractor shall use automated tools, when

practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concept, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects.

### **C.33.2 REVISE EXISTING SYSTEM**

The contractor shall track and respond to Discrepancies/Incident Reports, Change Requests, and Engineering Change Requests. As tasked by USPTO, the contractor will design, develop, and test modified and/or partially new, fully documented systems in response to USPTO-prioritized report and requests. Depending upon the extent of the changes required, the USPTO will require the contractor to adhere to full current software life cycle or tailored current system life cycle (as approved by the Chief Information Officer). The contractor shall perform software maintenance and enhancements in a non-production environment, and transition changes into the production system after USPTO test and approval activities. The contractor shall ensure that change activities are coordinated with software maintenance activities (discrepancy fixes) to eliminate duplicative efforts.

## **C.34 QUALIFICATIONS OF CONTRACTOR PERSONNEL**

### **C.34.1 GENERAL PERSONNEL QUALIFICATIONS**

The contractor shall provide trained, knowledgeable technical personnel according to the requirements of specific task orders. Therefore, the USPTO will not provide nor pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

All contractor personnel who interface with USPTO management and technical personnel must have excellent oral and written communication skills. "Excellent oral and written communication skills" is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language.

### **C.34.2 LABOR CATEGORIES**

The following labor categories are provided for evaluation purposes. Please note that the titles of these categories are illustrative only. It is not required that the Contractor provide personnel with these exact titles; rather, personnel shall meet the requirements listed in the following paragraphs. Each Offeror shall map their proposed labor categories to the following labor categories. As necessary, additional labor categories may be added after contract award to fulfill staffing requirements under the scope of the contract. Asterisk means that the labor category is designated as Key Personnel.

Title

Program Manager\*  
ECC System Administrator\*  
Senior Technical Specialist  
Senior Computer Programmer  
Voice Application Specialist

### **C.34.3 LABOR CATEGORY DESCRIPTIONS**

The requirements for each of the labor categories are described below.

#### **Program Manager**

Certification Requirement(s): I3

Experience: Extensive and demonstrated experience with the I3 platform (Preferred 5+ years of experience) and extensive and demonstrated experience managing contact center installations (Preferred 10+ years of experience). Successful planning and management of contact center infrastructure for 100+-seat contact centers. Knowledge of and experience with I3 platform. Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. Organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the Contracting Officer, COTR, Government management personnel, and customer agency representatives; ensures compliance with Federal rules and regulations. Shall have demonstrated communications skills with all levels of management. Establishes and alters (as necessary) management structure to effectively direct contract support activities. Meets and confers with USPTO management and technical personnel regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. Shall be capable of negotiating and making binding decisions for the company. Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity. Shall have extensive experience supervising personnel. Shall have a thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management. Shall have experience and knowledge in subcontractor management, quality assurance metrics and techniques, and configuration management tools.

#### **ECC System Administrator**

Certification Requirement(s): I3

Experience: Extensive and demonstrated experience with the I3 platform (Preferred 3+ years of experience).

Successfully installing, configuring, and troubleshooting the Interactive Intelligence Customer Interaction Center (CIC) on an Intel-based platform. Hands-on experience installing and configuring Intel, and GammaFAX telephony hardware and software on a server.

Experience installing, troubleshooting, and configuring the CIC and IC software. Knowledge of and configuration experience with CIC platform aspects of Windows 2000 and email servers. Proven ability to perform day-to-day administrative tasks with CIC platform and with configuring CIC data using the Interaction Administrator tool – including, but not limited to:

Listing the requirements for the CIC and associated servers.

Preparing the server for installation. Listing the functions of key telephony cards; discuss issues surrounding telephony software and versions. Installing and patching Intel, and GammaFax cards and software. Installing CIC.

Configuring the server for dial tone. Identifying different communications solutions (SIP, TAPI, and Intel) and deployment models. Using and customizing the IC.

Using the Interaction Administrator, configure data required for real-world implementation. This data includes (but is not limited to): Lines and Line Groups; Users: ACD Workgroups; Stations; Security; Dial Plans; and Skills. Describing and configuring ACD processing. Identifying the elements of the Interaction Attendant.

Creating Schedules and Menus in Interaction Attendant.

### **Senior Technical Specialist**

Certification Requirement(s): I3

Experience: Extensive and demonstrated experience with the I3 platform (Preferred 5+ years of experience).

Successful planning, designing, installing, configuring, and troubleshooting the Interactive Intelligence Customer Interaction Center (CIC) on an Intel-based platform for Multi-channel contact centers of 100+ seats. Hands-on experience installing and configuring Intel telephony hardware and software on a server. Experience installing, troubleshooting, and configuring the CIC and IC software utilizing a unified, customer-based scenario. Knowledge of and configuration experience with CIC platform, aspects of Windows and email servers. Knowledge of and experience with CIC IVR platform. Detailed understanding of contact center technologies and telecommunications standards. Strong contact center technology experience in all areas identified in *Section C.4*. Senior technical point of contact for ECC platform.

### **Senior Computer Programmer**

Experience: Extensive and demonstrated experience with I3 software (Preferred 3+ years of experience).

Configures CIC system handlers and provides CTI Integration. Configures the environment for the telephony system platform and prepares for success in configuration of the customization of the platform. Hands-on experience navigating and customizing the telephony platform software on the server. Experience utilizing a unified, customer-based implementation and computer



telephony integration. Creation and design of telephony call flows; creation and design of program logic flows. Aspects of programming and logic are required. Knowledge and skills necessary to perform IC handler troubleshooting and customization, to effectively create and modify programming logic for the I3 CIC – including, but not limited to:

Describe the handler-oriented subsystems and how they work. Research, plan, design, build, publish test and activate an existing or new handler. Use Interaction Designer to manipulate handlers. Create variables, values, and attributes within objects or tools in handlers. Use the Expression Editor to set parameters in tools. Select tools and subroutines from the Interaction Designer pallets. Define and describe the use of attributes, events, objects, tools, steps, subroutines, values, variables, and properties that make up a handler. Pass variables between handlers. Describe how handlers interact with each other, as well as with Interaction Client. Describe the basics of flow control and other related concepts, such as how the CIC handles outbound activity. Effectively use Interaction Designer's online help. Install Remedy/CTI, 508 TTY/TDD, CRM Siebel integration, email, TargusINFO lookups, and ACD/IVR. Have knowledge of the Windows OS interface(s) and familiarity with its terminology. Have a current working knowledge of a 4th generation programming language or event-driven language (e.g. Visual Basic, C, C++, Basic, or another procedural language) and have built an application using tools associated with that language. Have been responsible for handler development in a CIC project. Have created or designed telephony call flows; have created or designed program logic flows. Have performed debugging or troubleshooting of program code. Be able to set up ODBC functionality within Windows Operating Systems.

### **Voice Applications Specialist**

Experience: Extensive and demonstrated experience developing voice applications (Preferred 5+ years of experience).

Develops and maintains interactive voice response (IVR) applications using the CIC platform.

Hands-on experience with developing world-class interactive voice response applications involving database interactions, speech-to-text and text-to-speech conversions, and integration with CRM and helpdesk applications (Siebel, Remedy). Hands-on experience with the development of Speech Recognition applications on the I3 platform utilizing either Nuance or SpeechWorks technologies. Knowledge of and experience with XML-based standards for voice applications.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING**

- (a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.
- (b) Other special packaging provisions may be specified in any Task Order issued under this contract.

### **D.2 MARKING**

- (a) PROPRIETARY OR SENSITIVE MATERIAL -- The contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to another vendor or vendors. The contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The contractor shall refer the reader, in the main text, to the appendix or appendices. The contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices. Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.
- (b) Other special marking provisions may be specified in any Task Order issued under this contract.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

52.246-06	Inspection – Time-and-Material and Labor Hour	May 2001
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### **E.2 INSPECTION AND ACCEPTANCE**

The Contracting Officer (CO), the Contracting Officer's Technical Representative (COTR), or the Task Order Manager (TOM) will perform final inspection and acceptance of all items and services called for by this contract. The CO reserves the right to designate other Government agents as authorized representatives upon unilateral written notice to the Contractor, which may be accomplished in the form of a transmittal of a copy of the authorization. Specific inspection and acceptance criteria will be included in individual task orders.

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
<https://www.acquisition.gov/far/>

52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

### **F.2 PERIOD AND PLACE OF PERFORMANCE**

The period of performance of this contract is as follows:

<b>CONTRACT PERIOD</b>	<b>PERIOD OF PERFORMANCE</b>
Base Period	1 October 2011 through 30 September 2012
Option Period 1	1 October 2012 through 30 September 2013
Option Period 2	1 October 2013 through 30 September 2014
Option Period 3	1 October 2014 through 30 September 2015
Option Period 4	1 October 2015 through 30 September 2016

Unless otherwise specified, the place of performance shall be at the following locations:  
USPTO's Alexandria Headquarters and Randolph Square, Shirlington, Virginia.

### **F.3 REPORTS**

Required reports will be specified in individual task orders. Examples of reports that will be required by the USPTO are listed in Attachment "4" to this RFP.

### **F.4 MEETINGS**

Program reviews will be scheduled as needed.

### **F.5 PTO-17 CONTRACTOR FOIA REQUIREMENT (FEB 2010)**

The contractor shall submit, in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to ensure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

### **G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

### **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

**NAME:** TBD  
**ADDRESS:** USPTO  
600 Dulany St  
TBD  
**PHONE NO:** 571-272-XXXX

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. An alternative COTR may be named by the Contracting Officer in the absence of the COTR.

### **G.4 TASK ORDERS**

(a) The Contractor shall perform work under this Contract as specified in written task orders issued by the Contracting Officer.

(b) Each task order will include

- (1) a numerical designation,
- (2) the estimate of required labor hours,
- (3) the period of performance and schedule of deliverables,
- (4) the description of the work,
- (5) identification of the period (base, option period, etc.) to which the task order is to be charged if the Contract includes overlapping option periods.

(c) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer's Technical Representative a signed copy of the task order within one (1) workday after its receipt.

(d) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) calendar days, will bring total cost to over 75 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer.

(e) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control. Where any language in the task orders suggest a change to the terms or conditions of this contract, the Contractor shall immediately notify the Contracting Officer.

## **G.5 INVOICING AND PAYMENT INSTRUCTIONS**

(a) The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450

**OR submitted via e-mail to:**  
OfficeofFinance@uspto.gov

(b) To constitute a proper invoice, each invoice must include the following information or attached documentation:

- (1) Name of Contractor, DUNS, invoice number and invoice date;
- (2) Contract number and Task Order Number (one per invoice);
- (3) Description, price, and quantity of each CLIN;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Production or other reports as required by the Government.

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25—see Section I) will apply to the new acceptance of replacement items.

## **G.6 INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices on a monthly basis for services completed during the previous month.

## **G.7 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer – Contractor Central Registration, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450**

(b) If requested, a form will be provided to the successful Offeror for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

## **G.8 GOVERNMENT-FURNISHED PROPERTY**

The USPTO will furnish all equipment required to accomplish the tasks in Section C.

## **G.9 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

- (a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.
- (b) Contractor personnel shall not at any time during the contract period be employees of the USPTO.



## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PTO-04C SECURITY CLAUSE (APR 2008)**

#### **ACCESS TO GOVERNMENT FACILITIES**

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

#### **DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

#### **GOVERNMENT FURNISHED DATA (IF APPLICABLE)**

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

#### **RIGHTS IN DATA (IF APPLICABLE)**

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code,

algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

## **SECRECY AND USAGE OF PATENT INFORMATION**

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

## **H.2 PTO-06C LIMITATION ON CONTRACTOR ADVERTISEMENTS (SEP 2006)**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or

services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

### **H.3 PTO-08C PHYSICAL ACCESS (SEP 2007)**

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

### **H.4 PTO-12 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE (HIGH OR MODERATE RISK CONTRACTS) (SEP 2007)**

CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)

**This contract is designated as Moderate Risk.**

#### **A. Investigative Requirements for High and Moderate Risk Contracts**

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

#### **1. Non-IT Service Contracts**

- a. High Risk “ Background Investigation (BI)
- b. Moderate Risk “ Moderate Background Investigation (MBI)

#### **2. IT Service Contracts**

- a. High Risk IT “ Background Investigation (BI)
- b. Moderate Risk IT “ Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS formerly Immigration and Naturalization Service) agency check.

**B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

To be employed under this contract within the United States, non-U.S. citizens must have: Official legal status in the United States Continuously resided in the United States for the last two years; and Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (The OSY routinely consults with appropriate agencies regarding the use of non U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

**C. Security Processing Requirement**

1. Processing requirements for High and Moderate Risk Contracts are as follows:

a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR): Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions; FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and Credit Release Authorization.

b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

**D. Notification of Disqualifying Information**

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following: Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude. Falsification of information entered on security screening forms or of other documents submitted to the USPTO. Improper conduct once

performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

**NOTE:** Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.

**E. Access to National security Information**

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

**F. Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.**

(End of Clause)

**H.5 PTO-16C CONTRACTOR NOTIFICATION REQUIREMENT (MAR 2010)**

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

**H.6 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

## **H.7 KEY PERSONNEL**

- (a) The Contractor shall assign to this contract the following key personnel:

Program Manager  
ECC System Administrator

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

## **H.8 FEDERAL HOLIDAYS**

For information purposes, the following days are observed as Federal holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day

Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

The contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the

Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be permitted when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <<http://www.opm.gov/status/>>).

Liberal Leave/Delayed Arrival/Early Dismissal do not constitute closing of Federal offices. The Contractor is expected to provide full coverage in accordance with established hours of operation unless otherwise notified by the COTR.

## **H.9 NO WAIVER OF DELIVERY SCHEDULE**

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default and (ii) Acceptance of delinquent deliveries.
- (b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

## **H.10 COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, rules and regulations having the force of law that deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

## **H.11 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

- (a) The Contractor shall obtain from the USPTO Office of Security Contractor identification passes which must be displayed by each Contractor employee while on USPTO premises. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

### **(1) Investigative Processing -**

The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to and accepted by the USPTO Security Office within 14 days after the Subject's performance on the contract. During the investigative processing, each contract

employee will be initially provided with a temporary badge good for 2 weeks and which each Contractor employee shall display while on USPTO premises.

(2) Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment. Non U.S. citizens to be employed under this contract must: i. Have official legal status in the United States; and ii. Have continuously resided in the United States for the last 2 years.

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
- d. Any behavior judged to pose a potential threat to USPTO personnel or property.

Failure to comply with these requirements may result in the cancellation of this contract.

- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such



action shall not excuse the Contractor from the responsible performance of all tasks under the contract.

- (d) The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

## **H.12 NOTIFICATION OF CHANGES**

(a) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within two calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(b) *Government response.* The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (b)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

## SECTION I - CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

NUMBER	TITLE	DATE
52.202-01	Definitions	Jul 2004
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-07	Anti-Kickback Procedures	Oct 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Apr 2010
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Apr 2008
52.204-09	Personal Identity Verification of Contractor Personnel	Jan 2011
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Dec 2010
52.215-02	Audit and Records—Negotiation	Oct 2010
52.215-08	Order of Precedence—Uniform Contract Format	Oct 1997
52.216-07*	Allowable Cost and Payment	Dec 2002
52.216-11*	Cost Contract – No Fee	Apr 1984
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-03	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Veterans	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-37	Employment Reports Veterans	Sep 2010
52.222-50	Combating Trafficking in Persons	Feb 2009
52.222-54	Employment Eligibility Verification	Jan 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-18	Contractor Policy to Ban Text Messaging While Driving	Sep 2010
52.224-02	Privacy Act	Apr 1984

NUMBER	TITLE	DATE
52.227-01	Authorization and Consent	Dec 2007
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-14	Rights in Data – General	Dec 2007
52.228-05	Insurance—Work on a Government Installation	Jan 1997
52.229-04	Federal, State, and Local Taxes (State and Local Adjustments)	Apr 2003
52.232-07	Payments Under Time-and-Materials and Labor Hour Contracts	Feb 2007
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-09	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Oct 2010
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes (Alternate I – Dec 1991)	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.233-04	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-02	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-03	Continuity of Services	Jan 1991
52.239-01	Privacy or Security Safeguards	Aug 1996
52.242-01*	Notice of Intent to Disallow Costs	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop-Work Order Bankruptcy	Aug 1989
52.243-03	Changes – Time-and-Material or Labor Hours	Sep 2000
52.244-02	Subcontracts	Aug 1998
52.244-06	Subcontracts for Commercial Items	Dec 2010
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor Hour Contracts)	May 2004
52.246-03*	Inspection of Supplies – Cost Reimbursement	May 2001
52.249-02	Termination (Cost Reimbursement) – Alternate IV	May 2004
52.240-14	Excusable Delays	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

\*Applies to CLINs 0002A through 0002E only.

## **I.2 CLAUSES INCORPORATED IN FULL TEXT**

### **52.217-09 Option to Extend the Term of the Contract. (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### **52.219-14 Limitations on Subcontracting (Dec 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
  - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

### **52.219-17 Section 8(a) Direct Award. (DEVIATION) (AUGUST 2009)**

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Commerce (DOC). Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

**U.S. Small Business Administration  
Washington Metropolitan Area District Office  
740 15<sup>th</sup> Street, N.W., Suite 300  
Washington, D.C. 20005-3544**

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The 8(a) contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C 637(a)(21) transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement prior to the actual relinquishing of ownership or control; and

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS.  
(DEVIATION)(JULY 2008).**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation shall be made directly by the contracting officer to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The TBD [*insert name of SBA's contractor*] will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

## **SECTION J - LIST OF ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

Attachment 1 – Schedule of Prices

Attachment 2 – Past Performance Questionnaire

Attachment 3 - ECC Contract Deliverables (Required Reports)

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/>

### **K.2 52.204-8 Annual Representations and Certifications**

#### **ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(b) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change



Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
(End of Provision)

## **SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.acquisition.gov](http://www.acquisition.gov)

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.204-06	Data Universal Numbering System (DUNS) Number	Apr 2008
52.215-01	Instructions to Offeror's--Competitive Acquisition	Jan 2004
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.233-02	Service Of Protest	Sep 2006

**L.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) - The North American Industry Classification System (NAICS) Code associated with this project is 541519 Other Computer Related Services, (size standard is \$25M).**

### **L.3 AGENCY-LEVEL PROTEST PROCEDURES**

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external forum. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

## II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

## III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

KATHERINE E. KUDREWICZ  
Director, Office of Procurement  
U.S. Patent & Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
(FAX No. 571-273-0284)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel  
U.S. Patent & Trademark Office  
Box OGC  
Washington, D.C. 20231  
(FAX Number 571-272-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forum. If the protester has already filed with the GAO or other external forum, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract

award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,

- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

#### IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

#### L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer either electronically at [Chris.Hannah@uspto.gov](mailto:Chris.Hannah@uspto.gov) or via hard copy addressed as follows:

<u>U.S. Postal Service</u>	<u>Hand carried, Courier, or Non-USPS Mail Service</u>
<b>U.S. Patent and Trademark Office</b> ATTN: Chris Hannah/DOC52PAPT1100029 Office of Procurement Mail Stop 6, Madison East Building, 7 <sup>th</sup> Floor, Rm. 7C05 PO Box 1450 Alexandria, VA 22313-1450	<b>U.S. Patent and Trademark Office</b> ATTN: Chris Hannah/ DOC52PAPT1100029 Office of Procurement Madison East Building, 7 <sup>th</sup> Floor, Room 7C05 Alexandria, VA 22314-1450

The protester shall obtain acknowledgment of receipt of the protest from the Contracting Officer either electronically or in writing.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **L.5 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

## **L.6 EVALUATION OF PROPOSALS**

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

## **L.7 INCUMBENT CONTRACTOR**

ASRC Management Services, Inc.  
Contract No. DOC-50-PAPT-1100029

## **L.8 INCURRING COSTS**

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

## **L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.13 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

## **L.10 NEWS RELEASES**

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

**L.11 NO ALTERNATE PROPOSALS ACCEPTED**

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

**L.12 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

### **L.13 PROPOSAL REQUIREMENTS**

Offerors are required to submit the following items in response to the solicitation. Volume I shall not exceed a total of twenty-five (25) pages excluding the following items (1) Resumes of proposed personnel (not to exceed two pages per resume) that meet the requirements of the labor category descriptions specified in Section C.34.3 of this RFP and (2) Past Performance Questionnaires specified in Section L.14C of this RFP. An offeror's proposal shall consist of two volumes and sections as further described below:

**\*Volume I**

- A. Technical Approach
- B. Management Approach
- C. Experience
- D. Past Performance

**\*Volume II**

- E. Price Proposal
- F. Certifications and Representations

\*Offeror shall submit one original and three copies each of Volumes I and II

#### **A. Technical Approach**

Each Offeror's Technical Approach shall describe the following items: (1) Offeror's approach to meeting all of the needs and SLA's of the Government as described in Section C of this RFP; (2) Offeror's proposed additional measures, standards and SLA's (if any) explaining how they will benefit the government and (3) Offeror's proposed additional labor categories (if any) and descriptions and its rationale for proposing them.

#### **B. Management Approach**

The Management Approach shall contain the following items:

1. Brief history of the Company including infrastructure.
2. Specific management plan for the contract including the identification of and plan to provide the technical resources and expertise necessary to provide the support described in Section C of this RFP. This includes the Offeror's plan and the ability to recruit, staff, and retain employees for this project. The Offeror shall identify and describe the principal support office for the program and the total number of employees to be assigned to the overall program, including any applicable teaming or subcontracting arrangements. An organizational chart depicting the layout of the proposed support office structure, the identification of key personnel (see Section H.7) and which employees are proposed major subcontractor personnel necessary to accomplish the project.



3. Resumes of proposed personnel that meet the requirements identified in Section C.34.3 of this RFP.

### **C. Experience**

The Offeror shall demonstrate its previous company experience in providing the services required by Section C of this RFP. The Offeror shall accomplish this by listing and describing in detail at least three (3) reference contracts where the Offeror or the Offeror's proposed teaming members/subcontractors served in the role of a prime contractor or subcontractor that will collectively demonstrate the Offeror's ability to perform the activities specified in Section C of this solicitation. However, at least one of the reference contracts shall be from the proposed Offeror where the Offeror served in the role of a prime contractor or subcontractor. The Offeror's detailed description of its experience will be evaluated based on the type, size and complexity of its previous experience compared to the type, size and complexity of the requirements specified in Section C of this RFP. In addition to the aforementioned requirements, the proposed contract references shall also meet the following requirements:

1. Shall be with Government and/or Commercial entities and must be currently in process or completed within the past three years from the due date of proposals.
2. Shall demonstrate a minimum of one (1) year of experience with the customer.

### **D. Past Performance**

The USPTO Project Team will assess the quality of the **Offeror's** past and present performance in similar services in programs of similar size and complexity. The USPTO will utilize past performance information submitted by each Offeror in response to the solicitation. Each Offeror will have the cognizant contract reference complete a Past Performance Questionnaire for each contract provided as a past performance reference under its proposal (see Attachment "2" to this RFP). Each cognizant contract reference must (1) Fully complete and sign the questionnaire found at Attachment "2" and Either fax to Chris Hannah (Contracting Officer) at 571-273-6555 or scan and email to [Chris.Hannah@uspto.gov](mailto:Chris.Hannah@uspto.gov) by the closing date of the RFQ.

Each prime contractor shall provide at least three (3) Government and/or commercial past performance contract references. These contract references shall be from the same minimum of three (3) contracts described above under paragraph C. Experience, and must be currently in process or completed within the past three years.

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

## **E. Price Proposal**

Volume II shall contain the following items: (1) Each Offeror shall complete Attachment "1" to this RFP by proposing fully burdened hourly rates (including wages, overhead, general and administrative expenses and profit) for each labor category identified in Attachment "1" to this RFP and costed in each of the following three ways - On-Site (with Government Furnished Furniture), On-Site (Government provides space only, no furniture provided) and Off-Site and (2) Each Offeror shall also provide a breakout for each labor rate showing each component that makes up the labor rate (i.e. director labor rate, any overheads, G&A and profit). The On-Site and Off-Site rates do not include Government furnished computing equipment.

Offerors are not required to propose a Material Handling rate. If a Material Handling rate is proposed, the Offeror shall propose a percentage rate for the base year and each of the option years and it shall be capped at 3%. The Material Handling rate, if any, should be provided as a percentage of the cost of future material to be procured under the resulting contract, if any. Finally if an Offeror is required or elects to use another indirect rate in place of a material handling rate, the offeror shall also cap that rate at 3%.

Offerors' attention is also directed to Clause 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996) which states that under a contract for non-construction services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. The USPTO will monitor the successful Offeror's compliance with this clause over the course of the resulting contract.

## **F. Certifications and Representations**

The Certifications and Representations provided in Section K of this solicitation shall be completed and provided with your proposal.

## **L.14 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted electronically to the mailbox titled Acquisition ECC. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at the FEDBIZOPPS.GOV website. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by 9:00 a.m., Eastern Standard Time (EST), Monday, July 11<sup>th</sup>, 2011. Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

## **L.15 SUBMISSION REQUIREMENTS**

All proposal documents shall be submitted as outlined below:

- paper form (one original and three copies) on white, untextured paper;

- one copy on a CD formatted for Microsoft Office 2007 and formatted for 8 1/2" by 11 " single-spaced print (one CD for the Technical Volume and a separate CD for the Price Volume);
- not exceed a total of twenty-five (25) pages excluding resumes and past performance information
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
- the font shall be Times New Roman 12 pt; and,
- shall not exceed six (6) lines per vertical inch.

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC52PAPT1100029 on the outside of the package.

All proposal documents shall be received no later than 4:00 p.m., Eastern Standard Time (EST), Friday, July 29<sup>th</sup> , 2011.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

<u>U.S. Postal Service</u>	<u>Hand carried, Courier, or Non-USPS Mail Service</u>
<b>U.S. Patent and Trademark Office</b> ATTN: Chris Hannah/DOC52PAPT1100029 Office of Procurement Mail Stop 6, Madison East Building, 7 <sup>th</sup> Floor, Rm. 7C05 PO Box 1450 Alexandria, VA 22313-1450	<b>U.S. Patent and Trademark Office</b> ATTN: Chris Hannah/ DOC52PAPT1100029 Office of Procurement Madison East Building, 7 <sup>th</sup> Floor, Room 7C05 Alexandria, VA 22314-1450

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

## SECTION M -- EVALUATION FACTORS FOR AWARD

### **M.1 52.217-05 EVALUATION OF OPTIONS**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

### **M.2 "BEST VALUE" DETERMINATION AND CONTRACT AWARD**

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior experience, technical approach, management approach and past performance than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior experience, technical approach, management approach and past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior experience, technical approach, management approach and past performance. As proposals become more equal in their technical, management, past performance, and corporate experience, the evaluated price increases in relative importance.

### **M.3 BASIS OF CONTRACT AWARD**

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the USPTO evaluated value of each Offeror's non-price and price factors. The USPTO shall determine what tradeoff among non-price and price factors promises the greatest value to the USPTO within the confines of the relative importance of the evaluation factors. The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required
- Meets all mandatory requirements set forth in the solicitation
- Provides the best overall value to the USPTO as represented by a combination of non-price and price factors.

#### **M.4 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

#### **M.5 EVALUATION PROCEDURES**

The USPTO will use the evaluation process described in the following paragraphs for proposals received in response to this solicitation. The USPTO will evaluate and make award to the Offeror providing the optimum services and capability to the Government. The USPTO will evaluate offers based upon the evaluation criteria provided below:

##### **A. Technical Approach**

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall proposed technical approach pertaining to the following: (1) Offeror's approach to meeting all of the needs and SLA's of the Government as described in Section C of this RFP; (2) Offeror's proposed additional measures, standards and SLA's (if any) explaining how they will benefit the government and (3) Offeror's proposed additional labor categories (if any) and descriptions and its rationale for proposing them.

##### **B. Management Approach**

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall proposed program organization, proposed management plan for the contract and the ability to recruit, staff, and retain employees for this project. The USPTO will also evaluate the knowledge, skills, abilities and certifications of the proposed personnel against the requirements identified in Section C of this RFP.

##### **C. Experience**

The USPTO will evaluate the Offeror's experience based on its demonstrated ability to perform the activities specified in Section C of this solicitation by comparing the type, size and complexity of the Offeror's previous prime or subcontract experience with the type, size and complexity of the requirements specified in Section C of this RFP.

##### **D. Past Performance**

The USPTO will evaluate the quality of the Offeror's past and present performance in similar services in programs of similar size and complexity. The USPTO will also assess the relevance of the Offeror's submitted Past Performance Questionnaires.

During the evaluation process, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance. Past performance information obtained will be used for both responsibility determination and the best value decision.

Any information found to be unreliable may result in a negative rating to the Offeror. False information provided concerning references will result in the USPTO not considering an Offeror for award of any resulting contracts.

Notes:

The USPTO reserves the right to determine which contracts submitted by the Offeror are relevant to the requirements and to utilize only those references.

The USPTO reserves the right to either contact the references provided or to rely on the reference submissions. By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that the USPTO needs to contact the reference for further information and the reference does not respond within a reasonable time frame, the past performance reference may not be considered.

## **E. Price**

The USPTO will examine whether the proposed costs are fair and reasonable to the Government by evaluating the following elements in the Offeror's Price Proposal:

The USPTO will evaluate the Offeror's total proposed price (base year price plus price for all option years) by calculating the sum of the USPTO calculated total price for (1) CLINs 0001A – 0001E. The USPTO calculated total price for CLINs 0001A – 0001E will be computed by plugging in the Offeror's proposed fully burdened labor rates into the USPTO calculated representative labor mix utilizing the original labor categories specified in Section C.34.2 of this RFP. The USPTO will calculate the total price for the base year and each option year by utilizing an average of each Offeror's proposed labor rates costed for each of the three alternatives identified in section L.13.E (On-Site (with Government Furnished Furniture), On-Site (Government provides space only, no furniture provided) and Off-Site). The USPTO evaluated total price for the aforementioned CLINs for the base year plus all option years will be calculated for and compared between each Offeror to assist in determining price reasonableness. The USPTO will also utilize its independent government price estimate calculated for the requirement to help determine price reasonableness. In addition, the government may analyze cost components of an Offeror's fully burdened labor rates to assist in determining price reasonableness.

## **M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS AND BEST VALUE DETERMINATION**

The Non-Price Evaluation Factors' importance is in the following descending order with the most important factor listed first: Factor C Experience, Factor B Management Approach, Factor A Technical Approach and Factor D Past Performance. In addition, when combined, the Non-Price Factors are significantly more important than Factor E Price. Factor E Price will be evaluated but not scored.

## **M.7 SINGLE AWARD**

Multiple awards or awards by line item will not be made.

## **M.8 UNBALANCED OFFERORS**

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.